

## CONTRACT ADDENDUM

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between LEON COUNTY, FLORIDA, a Charter County and a political subdivision of the State of Florida, hereinafter referred to as the "County" and **The Zimmerman Agency**, a private corporation of the State of Florida hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County;

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services, and

NOW, THEREFORE, the parties hereto agree as follows:

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and CONTRACTOR do hereby agree as follows:

All terms of the 2001 Agreement between Leon County and The Zimmerman Agency for **Advertising Services**, Contract # 2195, shall remain in full force and effect and the Agreement shall be extended through September 30, 2005 with the following modifications:

### **COMPENSATION**

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the LCTDC according to the following:

a. LCTDC shall pay CONTRACTOR a fee (retainer) of \$5,750 per month to cover time of CONTRACTOR personnel related to the planning and execution of advertising. This fee is based on the allocated advertising budget of \$358,000 for the length of this contract. In the event the allocated advertising budget is increased or decreased, the monthly service fee shall be adjusted in the same portion. Such adjustment in the service fee shall occur on the first service fee payment due immediately after such allocation adjustment and shall not be retroactive to prior monthly fees.

This agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this AGREEMENT their duly authorized signatories.

**CONTRACTOR**

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_, President

WITNESS: \_\_\_\_\_

DATE \_\_\_\_\_

**(CORPORATE SEAL)**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
a \_\_\_\_\_ corporation, on behalf of the corporation.  
(State or place of incorporation)

He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
(type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any

BY: \_\_\_\_\_  
Jane G. Sauls, Chairman  
Board of County Commissioners

**ATTEST:**  
Bob Inzer, Clerk of the Court  
Leon County, Florida

By: \_\_\_\_\_

**Approved as to Form:**  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

## Advertising Services

Attachment # 1  
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	<u>The Zimmerman Agency</u>
Professional fees	\$ 69,000
Additional expenses	289,000
Total Advertising budget	<div style="border: 1px solid black; padding: 2px;">\$ 358,000</div>